



**Health Services**  
LOS ANGELES COUNTY

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**William Loos, MD**  
Acting Senior Medical Officer

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November 14, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO THE MEMORANDUM OF  
UNDERSTANDING WITH THE UNITED STATES  
DEPARTMENT OF THE NAVY FOR MEDICAL TRAINING  
(1st District) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to the Memorandum of Understanding No. H-701899 (Exhibit I) between the United States Department of the Navy (Navy) and the County of Los Angeles (County) to allow the Navy to assign medical officers from the Naval Medical Center, San Diego, California to County's LAC+USC Healthcare Network to receive training in the medical field of Dermatology, under the direct supervision of LAC+USC's physicians, with no exchange of money between the parties, effective upon Board approval and remaining in effect until terminated by either party.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:**

The purpose of the recommended action is to allow the Navy to assign medical officers from the Naval Medical Center, San Diego, California (NMCS D) to County's LAC+USC Healthcare Network (LAC+USC) to receive training in the medical field of Dermatology under the direct supervision and instruction of LAC+USC's physicians, with no exchange of money between the parties.

The Amendment will benefit the County by permitting NMCS D medical officers, who are physicians, to assist in providing patient care to County patients under County supervision.

**FISCAL IMPACT/FINANCING:**

There is no net County Cost. No additional financing is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow the students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has entered into similar agreements with the U. S. Departments of the Navy, Army, and the Air Force involving training in different medical fields and at different County medical facilities.

On March 7, 2006, the Board approved a Memorandum of Understanding (MOU) with the Navy to allow for a reciprocal exchange of medical residents between the County and a Navy medical facility. Specifically, the MOU allows the Navy to assign medical officers from NMCS D to LAC+USC to receive training in the field of Oral/Maxillofacial Surgery, and allows the County to assign its residents to receive training in Oral/Maxillofacial Surgery at NMCS D. The number and assignment of trainees is mutually agreed upon before the beginning of each training period.

The recommended Amendment will expand the MOU to allow for the assignment of NMCS D medical officers to LAC+USC to receive training in the medical field of Dermatology. The Navy medical trainees will be under official Navy orders assigning them to duty at LAC+USC, and County physicians will be responsible for the instruction and supervision of the Navy trainees during their training experience. While at LAC+USC, the Navy trainees will adhere to all applicable County rules and regulations, and will be provided with appropriate information regarding the County's Risk Management Program.

The Navy personnel assigned to LAC+USC will be prohibited from receiving any payment other than their military pay and allowances. LAC+USC will provide reasonable classroom, conference room, office, and sleeping and bathroom facilities during the training periods.

Under the provisions of the Federal Tort Claims Act, the Federal Government is liable for any negligent or wrongful acts or omissions of Navy employees committed while acting within the scope of their duties performed pursuant to the MOU. Neither the County nor the Navy has agreed to indemnify the other. The liability provisions of the MOU have been approved by the Chief Administrative Office, Risk Management Operations.

The Amendment is effective upon Board approval and the amended MOU shall remain in effect without further action unless terminated by either party with the provision of 30 days advance written notice.

The United States Navy requested the amendment using their format, and therefore, the amendment does not include all of the usual County provisions.

Attachment A provides additional information.

County Counsel has approved the Amendment format (Exhibit I) as to use and form.

CONTRACTING PROCESS:

It is not appropriate to solicit a medical training agreement.

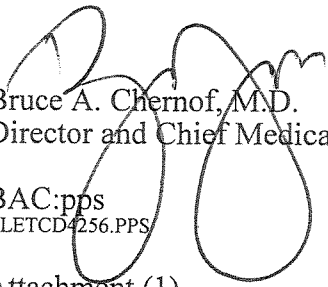
The Honorable Board of Supervisors  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

LAC+USC will benefit by having its Dermatology staff augmented by NMCSO medical officers.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:pps  
BLETCD4256.PPS

Attachment (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisor

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Medical Training

2. AGENCY ADDRESS AND CONTACT PERSON:

Naval Medical Center  
34800 Bob Wilson Drive, Box 117  
San Diego, California 92134-5000  
Attention: Commander B. G. Brannman  
Telephone: (619) 532-7936

3. TERM:

The Amendment will become effective upon Board approval and the amended Memorandum of Understanding will remain in effect without further action unless terminated by either party with the provision of 30 days advance written notice.

4. FINANCIAL INFORMATION:

There is no cost to the County.

5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Pete Delgado, Chief Executive Officer  
LAC+USC Healthcare Network

6. APPROVALS:

Clinical Affairs and Affiliations: William Loos, M.D., Acting Senior Medical Officer

Finance: Gary W. Wells, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel : Elizabeth Friedman, Senior Deputy County Counsel

AMENDMENT NO. 1 TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NAVAL MEDICAL CENTER, SAN DIEGO  
AND  
COUNTY OF LOS ANGELES

WHEREAS, reference is made to that certain document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN NAVAL MEDICAL CENTER, SAN DIEGO AND COUNTY OF LOS ANGELES" and further identified as H-701899, and any amendments hereto (all hereafter referred to as "MOU"); and

WHEREAS, said MOU provides that changes or modifications must be made in writing and signed by both parties.

NOW THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon the date of Board of Supervisors approval.

2. Paragraph 2 of the MOU is hereby amended to read as follows:

"2. The MTF and the administrators of the Affiliating Institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train Navy Oral/Maxillofacial residents and Dermatology residents, and Los Angeles County, University of Southern California Oral/Maxillofacial Surgery residents while using the facilities at the MTF and the affiliating institution."

Except for the changes set forth hereinabove, the wording of the MOU shall not be changed in any respect by this Amendment.

This shall be specifically understood also with respect to any subsequent renewals.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Chief, Contracts and Grants

LAC-USC Healthcare Network  
1200 No. State Street, Room 1102  
Los Angeles, CA 90033

5 Oct 06  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
B. G. BRANNMAN  
Rear Admiral, (Lower Half)  
Senior Health Care Executive  
United States Navy  
Commander

Naval Medical Center  
San Diego, CA 92134-5000